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REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 19th day of March, 1982, between ILLMA R. CORNWALL, a widow, hereinafter called the "seller", and KEITH J. ANDERSON and SHERRIL NOSSUM ANDERSON, husband and wife, hereinafter called the "purchasers,"

WITNESSETH: That the seller agrees to sell to the purchasers and the purchasers agree to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

Lot 8 of Block Six of JOHNSON'S ADDITION TO THE TOWN OF STEVENSON according to the Official Plat thereof on file and of record in Book A of Plats at page 25, records of Skamania County, Washington; EXCEPT right of way acquired by the Town of Stevenson for public street known and designated as Vancouver Avenue.

The purchase price is Thirty-five Thousand Dollars (\$35,000.00), of which Four Thousand Dollars (\$4,000.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

(a) Three Hundred Fourteen and 43/100 (\$314.43) Dollars, or more at purchasers' option, on or before the 19th day of May, 1982, and Three Hundred Fourteen and 43/100 (\$314.43) Dollars, or more at purchasers' option, on or before the 19th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid.

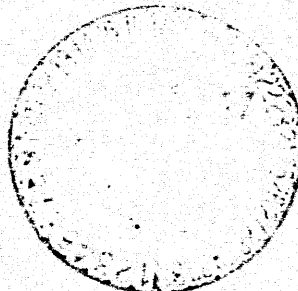
(b) Purchasers agree to pay interest on the diminishing balance of the purchase price at the rate of nine per cent (9%) per annum from March 19, 1982, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

(c) Purchasers agree that the entire purchase price, together with interest as specified herein, shall be paid in full within fifteen (15) years from date of closing, and that the amount of the final payment shall be the total of the principal and interest remaining unpaid.

All payments to be made hereunder shall be made at 1130 Virginia Street, Racine, Wisconsin 53405, or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be March 19, 1982.

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(1) The purchasers assume and agree to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate.

(2) Purchasers will keep any improvements or future improvements located on the property and the contents thereof insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the seller and with loss payable first to seller as her interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the seller. All such policies shall provide that they cannot be amended or cancelled without ten (10) days' written notice to seller.

(3) Purchasers are acquiring the property "as is" and seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, purchasers acknowledge that they have made their own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant they may retain. Purchasers may not rely upon any representation of any party whether or not such party purports to act on behalf of seller, unless the representation is expressly set forth therein or in a subsequent document executed by seller. All representations, warranties, understandings, and agreements between purchasers and seller are merged herein and shall not survive closing.

(4) The purchasers assume all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agree that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchasers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchasers elect that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) Purchasers will at all times keep and maintain the property and all improvements now or hereafter located on the property in as good a state or repair as they are upon the date of this contract or date of installation as to future improvements, reasonable wear and depreciation accepted. Purchasers shall replace or repair worn out or obsolete portions of the improvements as necessary to keep the improvements as a whole in good operating condition. All maintenance, repair and replacement shall be at the purchasers' sole cost and expense and neither the seller nor the property shall be liable therefor, nor subject to attachment.

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nor lien as a result thereof. This covenant is not to be construed to indicate that seller has any participation in the maintenance of such improvements or the making of repairs or replacements.

(6) No building or other improvement on the property shall be structurally altered, removed or demolished, without seller's prior written consent, nor shall any fixture or chattel covered by this contract be removed at any time without like consent unless actually replaced by an article of equal suitability, owned by the purchasers, free and clear of any lien or security interest except such as may be approved in writing by seller.

(7) The seller agrees to deliver within thirty (30) days of the date of closing a purchasers' policy of title insurance in standard form, or a commitment therefore, issued by a title insurance company acceptable to both seller and purchasers, insuring the purchasers to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- (a) Printed general exceptions appearing in said policy form;
- (b) Easements of record; none of which for the purpose of this paragraph (7) shall be deemed defects in seller's title.

(8) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject only to easements of record.

(9) The rights hereby granted are personal to the purchasers and seller's reliance upon purchasers' ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by purchasers, nor shall purchasers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of seller.

(10) Any attempt at assignment and transfer by purchasers in violation of the foregoing provisions may, at seller's option, be deemed a default by purchasers and seller may declare the remaining contract balance, accrued interest and any other sums owing by purchasers to seller hereunder immediately due and payable.

(11) The purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchasers are not in default hereunder. The purchasers covenant not to permit waste on said premises and not to use, or permit the use of, the real estate for any illegal purpose. The purchasers covenant to pay all service, installation or construc-



tion charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchasers are entitled to possession.

(12) Time and the covenants of purchasers set forth herein are of the essence of this agreement. If purchasers fail to make any payment precisely when due or breach any term or provision of this contract, seller may, at her option, exercise any of the following alternative remedies upon giving purchasers thirty (30) days' written notice specifying the default and the remedy to be exercised should purchasers fail to secure all defaults at the expiration of the 30-day period.

(a) Suit for Delinquencies. Seller may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by seller for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.

(b) Acceleration. Seller may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the seller for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments on underlying obligations, lienable items and other expenses incurred to protect seller's interest in the property, together with interest thereon at the rate of 12% per annum from the date of each such advance. Payment by purchasers of any judgment obtained by seller pursuant to this paragraph shall be a condition precedent to the delivery of a deed to said property by seller or by the escrow agent, if any.

(c) Forfeiture. Seller may elect to declare a forfeiture of and cancellation of this contract and upon such election being made, all rights of purchasers hereunder shall cease and terminate and seller shall be entitled to take possession of the property, and all payments made by purchasers hereunder shall be retained by seller in liquidation of all damages sustained by said default. In addition, should seller commence a quiet title action in connection with such forfeiture or defend any claim in opposition to such forfeiture, seller shall be entitled to recover from purchasers all further costs and attorneys' fees incurred therein and in any appeal. At the end of said 30-day period, seller may enter into the property and take possession thereof and purchasers shall immediately surrender possession. If a forfeiture is declared, all payments which, but for the forfeiture, would have become due during the specified 30-day period and all costs and expenses including, but not limited to costs of title search and a reasonable attorney's fee, incurred by seller in connection with the default must be paid in addition to the sums set forth in the notice of forfeiture as a condition to reinstatement of the contract. Should purchasers pay seller an amount less than all sums required to reinstate the contract, seller's acceptance of such sums shall not be deemed a waiver of any defaults or a reinstatement of the contract, and any such sums shall be retained by seller as liquidated damages should purchasers remain in default in any respect on the expiration of the 30-day period.

(d) Specific Performance. Seller may institute

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suit to specifically enforce any of the purchasers' covenants hereunder.

The failure of seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the purchasers shall be deemed only an indulgence by the seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of seller to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the seller to utilize any particular remedy to enforce a breach of this contract shall not preclude seller from electing to use an alternate remedy to enforce a subsequent breach. Any delay or failure of seller to take action upon default shall not be construed as a waiver of said default. If seller is required to institute legal action to enforce any of the remedies indicated, purchasers agree to pay seller's costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

(13) Any notice, declaration, demand or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Purchasers: Keith and Sherril Anderson  
P.O. Box 523  
Stevenson, WA 98648

To Seller: Illma Cornwall  
P.O. Box 143  
Stevenson, WA 98648

Any party may change their address by giving written notice to the other party in the manner provided above, provided that in no event shall seller be required to send any notice to more than two (2) addressees. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Illma B. Cornwall  
ILLMA B. CORNWALL

Keith J. Anderson  
KEITH J. ANDERSON

Sherril N. Anderson  
SHERRIL NOSSUM ANDERSON

STATE OF WASHINGTON )  
County of Skamania ) ss.

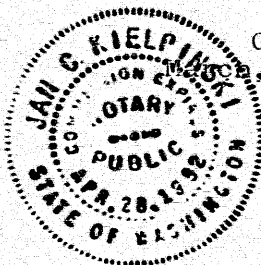
On this day personally appeared before me ILLMA B. CORNWALL, a widow, to me known to be the individual described in and who



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executed the within and foregoing instrument, and acknowledged they she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 19th day of 1982.

*Jan C. Kilpatrick*  
Notary Public in and for the  
State of Washington, residing  
at Stevenson.

STATE OF WASHINGTON  
COUNTY OF STEVENSON  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS FORWARDED BY  
*Jan C. Kilpatrick*  
OF Stevenson, wa  
4:45 P. 3/22 82  
Sealed 998  
Tary M. Olson  
COUNTY AUDITOR  
Deputy

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